decision in the instant case. Veasie Bank v. Fenno (1869) 75 U. S. (8 Wall.) 533, 19 L. Ed. 482; McGray v. U. S. (1904) 195 U. S. 27, 49 L. Ed. 78, 24 Sup. Ct. Rep. 769.

EASEMENTS: PAROL LICENSE IRREVOCABLE AFTER EXECUTION—By a number of adjudicated cases California has definitely aligned itself with the jurisdictions upholding the irrevocability of executed parol licenses affecting land. In *Stepp v. Williams* (1921) 34 Cal. App. Dec. 944, 198 Pac. 661, a landowner had said to his neighbor that the latter could have a specified portion of the waters of the former's spring. In reliance upon this statement the licensee made substantial improvements upon his own land and incurred additional expense by constructing a dam and ditch upon the land of the licensor. *Held*: He thereby acquired an irrevocable right to take the water. One may approve both the result in the particular case and the doctrine of irrevocability, without agreeing with the statement of the learned justice who writes the opinion that this doctrine "is sustained by the courts of the majority of the American state jurisdictions." That the weight of authority is contra, see Roscoe Pound, 13 Illinois Law Review, 126; Wigmore Celebration Legal Essays, 442. One of the commonest criticisms of the irrevocability rule is that it results in the creation of interests in land in violation of the Statute of Frauds. Most jurisdictions, however, apply the doctrine of part performance or equitable estoppel and enforce even a parol gift where possession has been taken and improvements made in reliance on a promise to convey. Is it not an undue refinement to make the question of revocability hinge upon the presence or absence of an express promise to execute a conveyance? Where all the circumstances make the inference inevitable that a perpetual right was contemplated by both parties, is not the licensee entitled to the same protection as where a conveyance was expressly promised?

GIFTS CAUSA MORTIS: WRITTEN INSTRUMENTS—In at least one instance the lack of a written instrument has been the cause of the failure of an intended gift causa mortis. Adams v. Merced Stone Co. (1917) 176 Cal. 415, 178 Pac. 498, where an assignment in writing was held essential to the validity of a gift of a chose in action not itself evidenced by a writing. For a recent decision to the contrary in the case of a gift inter vivos, see Dinslage v. Stratman (1920) 180 N. W. 81 (Neb.). More frequently, however, reliance upon a written instrument has been the reason for the failure of the intended gift. Generally, "a gift causa mortis is not aided by the execution of a written instrument". Knight v. Tripp (1898) 121 Cal. 674, 679, 54 Pac. 267, 268. In *O'Shea v. Sicotte* (1921) 34 Cal. App. Dec. 1050, 198 Pac. 812 (hearing denied by Supreme Court June 20, 1921), a would-be donor executed a power of attorney authorizing her stepson "to take charge of all her estate" in the event of her death. Even if the transaction had been consummated in her life-time it would not have effected a completed gift, since the intended donee would have held the property as agent of the donor and subject to her dominion. Unexecuted, as it actually was in the instant case, it was a mere power or order which was revoked by death. For a similar result in the case of an intended gift by

a check, see Edwards v. Guaranty etc. Bank (1920) 31 Cal. App. Dec. 1052, 190 Pac. 57. The making of a gift by the manual delivery of an article susceptible of such delivery is a simple transaction. But with this one exception, skilled legal advice seems as necessary to effect a valid gift causa mortis as to avoid the more numerous technical pitfalls incident to testamentary disposition.

WORKMEN'S COMPENSATION ACT: ARISING OUT OF AND IN COURSE OF EMPLOYMENT: INJURIES DUE TO "SKYLARKING"—In *General Accident, Fire and Life Assurance Corporation v. Industrial Accident Commission* Justice Shurtleff sharply distinguishes that case from the so-called "fighting" and "skylarking" cases where the injury results from the mischievous conduct of other employees. (1921) 62 Cal. Dec. 195. See Comment on Cases. supra, p. 92. This would seem to indicate that California has not yet followed the trend taken by the courts of other states in these classes of cases, which, if we may judge from cases subsequent to the latest California decisions, is toward the adoption of a more liberal view with regard to granting compensation, and a repudiation of earlier tendencies. Cases favoring compensation in "fighting" cases: Verschleiser v. Joseph Stern Co. (1920) 229 N. Y. 192, 128 N. E. 126; Heitz v. Ruppert (1916) 218 N. Y. 70, 112 N. E. 730; Carbone v. Loft (1916) 159 N. Y. Supp. 1104. 114 N. E. 1062; City of Chicago v. Industrial Commission (1920) 127 N. E. 29 (Ill.); Industrial Commission of Ohio v. Para (1920) 100 Ohio St. 218, 125 N. E. 662; Chicago, R. I. & P. R. R. Co. v. Industrial Commission (1919) 288 Ill. 126, 123 N. E. 278; Swift & Co. v. Industrial Commission (1919) 287 Ill. 564, 122 N. E. 796; Pekin Cooperage Co. v. Industrial Commission (1918) 285 Ill. 31, 120 N. E. 530; Polar Ice & Fuel Co. v. Mulray (1918) 67 Ind. App. 270. 119 N. E. 149. Cases favoring compensation in "skylarking" cases: Leonbruno v. Chamlain Silk Mills (1920) 183 N. Y. Supp. 222, 128 N. E. 711; Willis v. State Industrial Commission (1920) 190 Pac. 92 (Okla.); Stuart v. Kansas City (1918) 171 Pac. 913 (Kan.); State v. District Court (1918) 140 Minn. 75, 167 N. W. 283.

Two cases show, however, that California courts are still adhering to the old doctrine, at least in "skylarking" cases, recovery being refused in both. Federal Mutual Liability Insurance Co. v. Ind. Acc. Com. (1921) 62 Cal. Dec. 486; Great Western Power Co. of Cal. v. Ind. Acc. Com. (1921) 62 Cal. Dec. 493. In the second decision, however, it was stated that where the employer is aware of an habitual practice of skylarking among his employees and takes no steps to put a stop to it, he will be liable for injuries resulting directly therefrom. This would seem to evidence a willingness to break away from a strict adherence to the old rule and may be indicative of a coming change following the apparent weight of authority in other jurisdictions.

WORKMEN'S COMPENSATION ACT: INJURY RESULTING FROM COMBINATION OF IDIOPATHIC CONDITION AND CIRCUMSTANCES OF EMPLOYMENT—A truck driver while in a fainting condition, due to an attack of heart trouble, was thrown from a lurching machine and crushed under its wheels, the injuries